

THE MYSORE GAZETTE.

No. 8

Published by Authority.

of 1886.

BANGALORE, SATURDAY, FEBRUARY 27, 1886.

~~227~~ Separate paging is given to this Part in order that it may be filed as a separate compilation.

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PART I.

Notifications by the Dewan to His Highness the Maharaja of Mysore.

GENERAL.

No. 207.

NOTIFICATIONS.

The 22nd February 1886.

In supersession of previous rules, the following rules are sanctioned by His Highness the Maharaja for the grant of mining leases in Mysore. They do not apply to the Kolar Concessionaires, or to mining leases already executed by the Government.

Leases of land for mining purposes will be given subject to the following rules and conditions :—

I. Each lease will be limited to a block not exceeding one square mile in area, and will be given for a term of 30 years according to priority of application. Applications for more than one block from the same applicant will be taken into consideration if there are no other applicants and if no other objection exists.

- II. (1). Every application for a lease must be presented to the Secretary to the Dewan in the Revenue Department and be accompanied by a deposit of a sum of Rs. 1,000 for every square mile or fraction of a square mile applied for, as security for the due fulfilment of the engagement made by the applicant.
- (2). Every application must also be accompanied by an extract from the Topographical, Revenue Survey, or other official map, and the land applied for should be marked upon such extract together with the names of all villages by which it may be surrounded.
- (3). The applicant must point out to the Survey and Local Revenue officers the boundaries of the block of land applied for by him within a fortnight of the Government order for a survey being communicated to him.
- (4). After the completion of the survey and needful enquiries by the Survey and Revenue officers, full particulars as to extent and assessment together with printed blank forms of leases to be executed and a bill for the survey and demarcation expenses will be sent to the applicant, who should, within a month from date of receiving such communication, tender for the Dewan's signature the lease in duplicate executed by himself and duly stamped, paying at the same time the cost of the survey and demarcation.
- (5). Failure to comply with paras 3 and 4 of this rule will involve cancellation of the application and forfeiture of the sum deposited with it.
- (6). The applicant's title to the land applied for will not be complete till the lease is actually executed by the Dewan.
- (7). The lease should, after execution, be registered under the law for the time being for the registration of assurances, and the duplicate copy thereof should be deposited with the Mysore Government.

III. The lessee is to make his own arrangements with the holders of Government occupied assessed and inam lands in regard to entering upon or obtaining possession of them.

IV. The lessee is to pay to Government the annual assessment, as now existing or as hereafter revised by any survey, on all the arable lands, occupied or waste, and the jodi or quit-rent on any inam lands, as well as an assessment of eight annas per acre on all the unarable lands which may be included within the limits of the lease, together with all local cesses and other taxes or rates of every description payable in respect of the premises or lands comprised in the block, or of buildings or works erected thereon.

V. The lessee is to pay a royalty of 5 per cent on the gross proceeds of all gold, metallic ores, coal and other substances of a merchantable nature, which shall have been dressed, crushed and made merchantable, and of 10 per cent on the saleable value of all precious stones found in the selected block, clear of all deductions whatsoever.

VI. The lessee is to search and mine for gold, &c., throughout the term of the lease in the best and most effectual manner without intermission except when prevented by inevitable accident. But after the expiry of the first two years of the lease, the Government reserves to itself the option of levying in lieu of the royalty an assessment of Rs. 5 per acre in the event of its not being satisfied with the working or its results for any years of the lease.

VII. The lessee is required to keep regular accounts and plans and maps of the mines and workings, which are to be open to inspection by Government officers.

VIII. Government officers are authorized to inspect and examine the mines.

IX. The lessee is to keep all boundary marks in good order, and to fence every shaft, pit or open working.

X. The lessee is not wilfully to close, fill up or choke any mine or shaft without permission, and not to obstruct any existing roads, paths or by-ways on the land.

XI. The Government are authorized to recover any arrears of rent by distraint and sale of property belonging to the lessee, and in the event of the breach of any of the covenants on the part of the lessee, or of his causing any annoyance or obstruction to any class of persons or Government officials, the Government can cancel the lease on due notice and in default of satisfactory explanation within six months.

XII. In the event of the lessee not desiring a renewal of the lease on such terms as the Government may fix, he will be bound to deliver the land to Government at the expiration of his lease, with the shafts and other premises in good repair and working order, together with the books, maps and plans, free of any claim on account of buildings or other property left standing on the lands. And he should permit the purchase by Government of the buildings, plant, machinery and fittings at a fair valuation.

XIII. Any arrangement for commuting the royalty by a present payment of a lump sum as is sanctioned to the Kolar Concessionaires will be specially considered in each case; but the Government does not undertake to allow such commutation necessarily in every case; nor to grant every application for a lease as a matter of course.

XIV. (1). Every assignment of the right, title and interest granted by the lease, whether such assignment be made by the lessees or their successors by assignment, however remote, shall be subject to the payment to the Government of Mysore of a fine which shall be regulated as follows,

namely :—for the first assignment, a fine of $\frac{1}{10}$ th of the consideration therefor, and for every subsequent assignment a fine of $\frac{1}{10}$ th of the excess, if any, of the amount of consideration for such assignment over and above the amount of consideration for the assignment immediately preceding it.

- (2). For the purpose of computing the fine aforesaid, any shares in a Company which may form the whole or part of the consideration may, at the option of the Government, be regarded as equivalent to the nominal value of such shares.
- (3). The Government always to have the power of determining the present value of the consideration for a previous assignment, when the amount thereof has to be deducted from the amount of the consideration of a subsequent assignment for the purpose of computing the fine leviable on the latter.

Illustration.

If the lessees assign the lease to A for a consideration of Rs. 100, the fine payable is Rs. 10; if A afterwards assigns the lease to B for a consideration of Rs. 1,000, the fine payable is Rs. $\frac{1,000-100}{10}$, or Rs. 90; if B afterwards assigns the lease to C and Company for a consideration of Rs. 1,00,000 in cash and of 500 shares in C and Company, the nominal value of each share being £ 1, the fine payable is Rs. $\frac{1,00,000-1,000}{10}$, or Rs. 9,900 in cash together with either 50 shares in C and Company or £ 50 in cash at the option of the Government; if C and Company afterwards assign the lease to D and Company either for an annual rent of £ 10,000 or for a royalty of 10 per cent of the proceeds of the mine, the fine payable is either £ 1,000 per annum or a royalty of 1 per cent of the proceeds of the mine, as the case may be; if the under-lease from C and Company is afterwards assigned by D and Company to E for £ 10,000 in cash and £ 10,000 payable at the end of two years, the fine on account of such assignment is £ 1,000 in cash and £ 1,000 payable at the end of two years less such present value as the Government may fix for the annual rent of £ 1,000 or for the royalty of 1 per cent of the proceeds of the mine leviable on account of the under-lease to D and Company.

XV. A form of lease to be granted under these rules is hereunto appended.

By Order,
K. SHESHADRI IYER,
Dewan.